



**COUNTY OF MERCER**  
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JERLENE H. WORTHY, CLERK  
BOARD OF CHOSEN FREEHOLDERS

DOLORES MAZZEO  
DEPUTY CLERK

February 10, 2005

Mr. Kevin O'Connor, Secretary/Treasurer  
Teamsters Local Union No. 102  
12-18 River Road  
Fairlawn NJ 07410

Dear Mr. O'Connor:

Enclosed please find a copy of the Contract between the County of Mercer and the Teamsters Local Union No. 102 (Prosecutor's Clerical Staff) for the four (4) year period of January 1, 2004 to December 31, 2007.

This document has been signed by the County Executive and the Clerk to the Board.

Also enclosed is a certified copy of Resolution No. 2005-58 which authorizes the execution of said Contract.

Please retain these copies for your files.

Very truly yours,

A handwritten signature in cursive script that reads "Jerlene H. Worthy".

Jerlene H. Worthy  
Clerk to the Board  
Mercer County Board  
Of Chosen Freeholders


JHW/cay  
Encls. (2)

cc: Andrew A. Mair, County Administrator  
Victoria Rivera-Cruz, Dir., Employee Relations  
David Miller, CFO/Treasurer  
IMLR Library ✓

Approved as to Form and Legality

Date \_\_\_\_\_

January 25, 2005

  
County Counsel

COUNTY EXECUTIVE AND CLERK TO THE BOARD  
AUTHORIZED TO EXECUTE CONTRACT BETWEEN  
TEAMSTERS LOCAL UNION NO. 102 (PROSECUTOR'S  
CLERICAL STAFF AND THE COUNTY OF MERCER,  
UPON APPROVAL AS TO FORM AND EXECUTION  
BY COUNTY COUNSEL. FOUR (4) YEAR CONTRACT:  
JANUARY 1, 2004 TO DECEMBER 31, 2007

WHEREAS, Teamsters Local 102 is the sole and exclusive bargaining agent for the Prosecutor's Clerical Staff; and,

WHEREAS, it is in the best interest of the County of Mercer to execute said contract; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board are hereby authorized to execute said contract between the Teamsters Local Union No. 102 (Prosecutor's Clerical Staff) and the County of Mercer, upon approval as to form and execution by the County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a copy of this Resolution, together with a copy of the Contract, to the Prosecutor, Teamsters Local Union No. 102, the County Administrator; the Personnel Director, the County Treasurer and the IMLR Library.

*Jerome H. Worthy*  
Clerk to the Board

RECORD OF VOTE													
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Carabelli							Muoio						
Colavita							Walter						
Hamilton							Cannon						
Mack													

X—Indicates Vote      Abs.—Absent      N.V.—Not Voting  
 Res.—Resolution Moved      Sec.—Resolution Seconded

A G R E E M E N T

Between

THE PROSECUTOR OF MERCER COUNTY

and

TEAMSTERS LOCAL NUMBER 102  
(CLERICAL)

Effective: January 1, 2004  
Expiration: December 31, 2007

## CONTENTS

### Preamble

1. Recognition
2. Management Rights
3. Union Security
4. Work Schedules
5. Overtime
6. Pay Scales - Rates of Pay
7. Call-in Time
8. Insurance and Retirement Benefits
9. Paid Leaves of Absence
  - 9.1 Bereavement Days
  - 9.2 Union Business Days
  - 9.3 Occupational Injury Leave
  - 9.4 Sick Leave
  - 9.5 Personal Leave
  - 9.6 Jury Duty
  - 9.7 Sick Leave Buy Back
10. Absence Without Leave
11. Non-Paid Leaves of Absence
12. Child Care/Maternity Leave
13. Seniority
14. Holidays
15. Grievance Procedure
16. Discipline/Discharge
17. Safety and Health
18. Equal Treatment
19. Work Rules
20. Annual Vacation Leave
21. Shift Pay
22. Bi-lingual Stipend and Cross Training Overtime Reduction Allowance
23. Longevity
24. Clothing Maintenance Allowance
25. Classifications and Job Descriptions
26. Drug Testing
27. Strikes and Lockouts
28. Outside Employment
29. Waiver
30. Oral Modification
31. General Provisions
32. Separability and Savings
33. Termination

### Appendixes

The following represents the agreement between The Prosecutor of Mercer County and Teamsters Local No. 102 (Clerical) for the period January 1, 2004 to December 31, 2007.

Kevin O'Connor  
Secretary/Treasurer  
Teamsters 102

Victoria Rivera-Cruz, Esq.  
Personnel Director  
County of Mercer

## PREAMBLE

WHEREAS, the Prosecutor has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees, insofar as such practices and procedures are appropriate to the functions and obligations of the Prosecutor's Office to retain the right to effectively operate in a responsible and efficient manner and are consonant with the paramount interest of the Prosecutor and the citizens of Mercer County; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Prosecutor by the statutes of the State of New Jersey; and

WHEREAS, it is the intention of this Agreement to provide, where not otherwise mandated by statute or ordinance, for the salary structure, fringe benefits, and employment conditions of employees covered by this Agreement, to prevent interruptions of work and interference with the efficient operations of the Prosecutor's Office and to provide an orderly and prompt method for handling and processing grievances;

WHEREAS, the parties agree that the working environment should be characterized by mutual respect for the common dignity to which all individuals are entitled;

This agreement, dated *January 25, 2005*, between the Prosecutors of the County of Mercer, hereinafter referred to as the "Employer", and Teamster Local Number 102, hereinafter referred to as the "Union"; and

WHEREAS, the Employer and the Union entered into an Agreement on, \_\_\_\_\_, which Agreement was approved by the Prosecutor of Mercer County.

NOW, THEREFORE, the parties agree with each other as follows:

### 1. RECOGNITION

1.1 The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees in the classifications listed under Appendix A hereto, and by reference made a part of this Agreement, and for such additional classification as the parties may later agree to include.

### 2. MANAGEMENT RIGHTS

2.1 The Employer retains and may exercise all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey. Except as specifically abridged, limited, or modified by the terms of this Agreement between the Employer and the Union, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable and necessary rules and regulations governing the conduct and the activities of the employees are exclusively retained by the Employer.

### 3. UNION SECURITY

3.1 Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly union dues of such an employee from his pay and remit such deduction by the tenth day of the succeeding month to the official designated by the Union in writing to receive such deductions. Such deductions shall be made in compliance with "Title 52 of the Revised Statutes" as amended. The authorization shall remain in effect unless terminated by the employee who must give written notice of such cancellation (notice of Withdrawal) to the Employer and the Union. Such termination of dues deductions shall take place as of the January 1st or July 1st next succeeding the date on which written notice of withdrawal is filed by an employee with the Employer and the Union.

3.2 Dues deduction for any employee covered by the terms and conditions of this Agreement shall be limited to Teamsters Local Number 102.

3.3 Any Employee in the Bargaining Unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the Unit, any employee previously employed within the Unit who does not join with ten (10) days of reentry into employment within the Unit, or any temporary employee who does not join within the date of satisfactory completion of the probationary period or the completion of a three (3) month period following the beginning of employment, whichever is sooner, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85 percent of the regular Union membership dues, fees, and assessments as certified by the Union to the Employer.

The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

The determination of the appropriate representation fees, those employees covered, payroll deduction provision, challenges to fair share fee assessments, time for fair share payments, and all other questions relating to the Agency Shop Law and its proper interpretation shall be made in accordance with public Law 1979, Chapter 477, and N.J.S.A. 34:13A-5.4, et.al.

3.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders of judgments brought or issued against the Employer as a result of any action by the Employer under the provision of this Article.

#### 4. WORK SCHEDULES

4.1 The weekly work schedule shall consist of five (5) consecutive days, Monday through Friday, inclusive.

4.2 The weekly work schedule and the starting time of work shifts shall be determined by the Prosecutor after consultation with the Union and may be changed by giving the employees and Union a minimum of two (2) week's advance notice. In emergency situations, the work schedules and starting time of work shifts may be changed at the discretion of the Prosecutor.

#### 5. OVERTIME

5.1 Time and one-half the employee's regular hourly rate of pay shall be paid for all authorized overtime work performed by full time employees under any of the following conditions, but compensation shall not be paid twice for the same hours.

- a. All work performed in excess of 35 hours weekly as provided in Paragraph 5.3 below.
- b. All work performed on Saturday.
- c. All work performed on a holiday plus the regular day's pay.

5.2 Double time the employee's regular hourly rate of pay shall be paid for all authorized overtime work performed under the following conditions:

- a. All work performed on Sunday.

- b. All consecutive hours of work performed in excess of sixteen (16) consecutive hours.

5.3 Authorized sick days, vacation days, personal days, or any other authorized leave of absence with pay are considered work days for the computation of overtime payments in paragraphs 5.1 and 5.2 above.

5.4 Part-time employees are exempted from the overtime provisions of 5.1 and 5.2 above. They shall be compensated for all hours worked in accordance with the following schedule:

Compensation shall be paid at the employee's straight-time hourly rate of pay for the first 35 hours worked weekly, excluding meal periods. Overtime compensation at the rate of time and one-half an employee's straight time hourly rate of pay shall be paid for work performed in excess of 35 hours weekly, excluding meals.

5.5 The Employer agrees to provide a meal allowance for employees working overtime through a regularly scheduled meal period with the stipulation that the employee has worked two (2) hours overtime or is called in on an emergency basis before his normal starting time and works through his regular meal period. This meal allowance includes weekends and holidays. Effective January 1, 2004, employees so entitled, based on the above criteria, will be paid a meal allowance at the rate of \$8.00, \$12.00 and \$20.00 for breakfast, lunch, and dinner, respectively. It is understood that meal receipts will be required for all reimbursements.

5.6 All employees covered by the provisions of this Article shall be entitled to elect to be paid for authorized overtime hours worked in accordance with the paragraphs 5.1 and 5.2 above or to be given compensatory time. Employees who elect to take compensatory time off in lieu of payment for overtime hours worked, said employee shall be granted compensatory time off at the rate of one-and-one-half hours for each overtime hour worked provided this does not violate the Federal Fair Labor Standards Act (FLSA) or New Jersey Wage and Hour laws. If the employee elects to be paid compensation time instead of overtime and the employer does not agree said employee shall receive overtime pay.

5.7 Overtime opportunities will be distributed as equally as possible among employees in the same job classification. It is understood that nothing in the clause shall require payment for overtime hours not worked.

## 6. PAY SCALES - RATES OF PAY

6.1 The rates of pay for all employees covered by this Agreement for calendar years 2004, 2005, 2006 and 2007 shall be as set forth in the Compensation Schedule attached in the Appendix.

6.2 During the term of this Agreement, the compensation schedule will not be changed unless by mutual consent of the Employer and the Union.

6.3 The salary package for calendar years 2004, 2005, 2006, and 2007 shall be as follows:

- a. Effective January 1, 2004 all employees shall receive a (3.22%) percent salary increase.
- b. Effective July 1, 2004 all employees not at the maximum and in grade on January 1, 2004 shall receive one (1) increment on the step guide within the salary range for their respective title as set forth in the compensation schedules attached hereto provided the employee is performing satisfactorily as determined by the Prosecutor. Any dispute over payment of the increment shall be subject to discussion with the Union and the Prosecutor.
- c. Effective January 1, 2005 all employees shall receive a (3.76%) percent salary increase.



- d. Effective July 1, 2005 all employees not at the maximum and in grade on January 1, 2005 shall receive one (1) increment on the step guide within the salary range for their respective title as set forth in the compensation schedules attached hereto provided the employee is performing satisfactorily as determined by the Prosecutor. Any dispute over payment of the increment shall be subject to discussion with the Union and the Prosecutor.
- e. Effective January 1, 2006 all employees shall receive a (4.81%) percent salary increase.
- f. Effective July 1, 2006 all employees not at the maximum and in grade on January 1, 2006 shall receive one (1) increment on the step guide within the salary range for their respective title as set forth in the compensation schedules attached hereto provided the employee is performing satisfactorily as determined by the Prosecutor. Any dispute over payment of the increment shall be subject to discussion with the Union and the Prosecutor.
- g. Effective January 1, 2007 all employees shall receive a (4.19%) percent salary increase.
- h. Effective July 1, 2007 all employees not at the maximum and in grade on January 1, 2007 shall receive one (1) increment on the step guide within the salary range for their respective title as set forth in the compensation schedules attached hereto provided the employee is performing satisfactorily as determined by the Prosecutor. Any dispute over payment of the increment shall be subject to discussion with the Union and the Prosecutor.

6.4 Effective January 1, 2004, and for each succeeding year of this Agreement all employees covered by this agreement who have completed ten (10) years of service with the Mercer County Prosecutor's Office shall receive \$350.00, employees who have completed fifteen (15) years of service shall receive \$400.00 and employees who have completed twenty (20) years of service shall receive \$500.00 built into their base pay as part of a law enforcement support staff stipend. The stipend shall be paid on a prorated basis on the employee's tenth, fifteenth or twentieth anniversary with the Mercer County Prosecutor's Office. Employee's within the bargaining unit who receive this benefit as of January 1, 2005 and do not have the required years of service with the Prosecutor's Office or other law enforcement agency shall be grandfathered and shall continue to receive this benefit while employed within the bargaining unit.

6.5 Employees who work in a higher pay classification or receive a promotion, be it permanent, provisional or temporary, shall have their salary adjusted within the new range which will reflect the minimum salary increase of (5%) percent. Effective the first pay period after the promotion, said employee will be placed on the step guide within the salary range for their respective title. This assignment and/or promotion must be approved on a County request for Personnel Action Form.

## 7. CALL-IN TIME

7.1 Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time-and-one-half for such work and is guaranteed not less than four (4) hours pay at the overtime rate, provided, however, if the employee elects to leave upon completion of the work assignment and such assignment required two (2) hours or less, said employee will be paid a minimum of two (2) hours at the overtime rate.

If the assignment exceeds two (2) hours, the employee shall be entitled to the guaranteed four (4) hours pay at the overtime rate.

7.2 In the event that an employee's call-in time work assignment and his/her regular shift overlap, said employee shall be paid in the following manner.

a. If the employee's call-in time work assignment commences more than two (2) hours prior to the start of his/her normal shift, said employee shall be paid time and one-half for all hours worked prior to the start of his normal shift. Effective as of the starting time of his/her normal shift, said employee shall then be paid at his/her normal straight time rate of pay.

b. If the employee's call-in time work assignment commences less than two (2) hours prior to the start of his/her normal shift, said employee shall be paid at the rate of time and one-half for the first two (2) hours worked and for the balance of this employee's regular shift, he/she shall be paid at their normal straight time rate of pay.

## **8. INSURANCE AND RETIREMENT BENEFITS**

8.1 The Employer agrees to provide eligible employees and their eligible dependents with Hospitalization, Medical and Major Medical Insurance through the New Jersey State Health Benefits Program or to provide equivalent or better health benefits coverage through a self-insurance program or independent insurance carrier. The premium costs for said programs shall be fully paid by the Employer except that in the election of the Health Maintenance Organization Medigroup Program, an eligible employee shall continue to be required to pay, through payroll deductions, the difference in cost, if any, between standard Hospital/Medical coverage and HMO coverage.

8.2 The Employer agrees to provide Hospital/Medical insurance to eligible retired employees as required by law. Said insurance will continue under any self-insurance program or independent carrier the Employer may choose.

8.3 The Employer agrees to provide retirement benefits to eligible employees in accordance with the provisions of the New Jersey Public Employees' Retirement System.

8.4 The County agrees to provide a co-payment Prescription Drug Program (\$12.00 brand name drugs and \$4.00 generic drugs for the duration the contract) to eligible employees and their eligible dependents; the premium costs for said program to be paid by the County. Further, for the purpose of this Program, eligible newly hired employees shall be defined as all full-time permanent and all full-time provisional employees only.

8.5 The Employer agrees to provide for the payment of accumulated unused sick leave at the time of retirement of an eligible County employee at the rate of fifty percent (50%) of his/her accumulated sick time to a maximum of eighteen thousand dollars (\$18,000).

8.6 The Employer agrees to provide a Dental Insurance Program to eligible employees and their dependents; the premium costs for said program to be paid by the Employer. Eligible employees, for the purpose of this Program, shall be defined as all full-time permanent and all full-time provisional employees only.

8.7 The County Agrees to make available the State Disability Plan effective January 1, 1993. All eligible employees are required to make the co-payment and follow the procedures of this plan.

8.8 Effective January 1, 2004, each active employee except those with single coverage shall have deducted from his or her salary \$22.00 per pay period for all medical, dental and prescription drug insurance. Those employees with single coverage shall have \$17.00 per pay period deducted for such medical, dental and prescription drug insurance coverage.

Effective January 1, 2007, each active employee except those with single coverage shall have deducted from his or her salary \$24.00 per pay period for all medical, dental and prescription drug insurance. Those employees with single coverage shall have \$19.00 per pay period deducted for such medical, dental and prescription drug insurance coverage. There shall be no other increase in this health co-payment for the duration of the contract.

8.9 The County agrees to establish a vision care program which is not a reimbursement program for unit members. The vision Care program will allow eligible County employees to receive discounts from designated countywide providers to reduce costs in the purchase of lenses and frames and eye examinations.

## 9. PAID LEAVES OF ABSENCE

9.1 Bereavement Days. In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, grandmother, grandfather, stepparent, stepchild, stepgrandparent, brother-in-law, sister-in-law or grandchild, said employee shall be excused for a period beginning with the day of death or the day after the date of death, but in no instance for more than five (5) consecutive working days within a seven-day period. The employee will be paid his regular hourly rate for any such days of excused absence which occur during his normal work week but in no event more than seven (7) hours pay for anyone day. The Employer shall have the right to request proof of death and/or living arrangements whenever said proof shall appear reasonable.

9.2 Union Business Days. An employee who is duly authorized in writing to be a representative of the Union shall be granted a leave of absence with pay for the time necessary to conduct Union business or attend conventions. The Union shall be authorized an aggregate of no more than twenty (20) days in any calendar year for the above purpose, provided a request for such days is made in writing and authorization granted by the Prosecutor. The Union President or his designee shall be allowed such time off as is necessary to conduct intra-county Union business, provided that prior approval is requested and authorization granted by the Prosecutor; such authorization shall not be unreasonably denied.

9.3 Occupational Injury Leave. Any employee who is disabled because of occupational injury or illness shall be covered by the provisions of the New Jersey Workers' Compensation Law from the day after the date of injury or illness and shall be eligible for a leave of absence for the entire period of disability. The maximum payment shall be 70% of the employee's weekly wage with no maximum cap.

Employees on an authorized leave of absence shall be paid temporary workers' compensation benefits for the period of their disability commencing the day after the date of injury or illness. Said employees shall also receive sick and vacation leave credits during the period of their disability. Personal leave and clothing allowance credits shall not accrue during this period of disability. All other entitlements under this Article shall be as prescribed by the New Jersey Workers' Compensation Law.

Employees returning from authorized leave of absence as set forth above shall be restored to their permanent or provisional title and shift, at the then appropriate rate of pay, with no loss of seniority or other employee rights and privileges.

9.4 Sick Leave. All full-time permanent, full-time temporary, or full-time provisional employees shall be entitled to sick leave with pay.

- a. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, maternity, accident, or exposure to contagious disease. Sick leave may also be utilized for short periods for the attendance by the employee upon a member of the immediate family who is seriously ill. Sick leave may be taken in hourly units.
- b. The minimum sick leave with pay shall accrue to any full-time permanent employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter, said fifteen (15) days to be credited effective January 1 of each succeeding year.

- c. The minimum sick leave with pay shall accrue to any full-time temporary or full-time provisional employee at the rate of one working day per month as earned.
- d. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
- e. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment excepting as provided under Article entitled, "Insurance and Retirement Benefits."
- f. If an employee is absent for reasons that entitle him to sick leave, the employee's supervisor shall be notified promptly as of the employee's usual reporting time, except in those situations where notice must be made prior to the employee's starting time in compliance with specific department regulations.
  - (1) Failure to so notify his supervisor shall be cause of denial of the use of sick leave for that absence.
  - (2) Absence without proper notice for five (5) consecutive days shall constitute a resignation not in good standing.
- g.
  - (1) The Prosecutor may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.
  - (2) In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
  - (3) The Prosecutor may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined by the County Physician or a physician designated by the County Physician. Such examination shall establish whether the employee is capable of performing his normal duties without limitations and that his return will not jeopardize the health of the other employees.
- h. Part-time temporary, part-time provisional, seasonal, or hourly paid employees shall not be entitled to sick leave.
- i. Sick leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on any leave without pay except active military leave.

9.5 Personal Leave. All permanent full-time employees covered by the provisions of this Agreement shall be entitled to three (3) days per year leave of absence with pay for personal business which may be taken in hourly units. Said leave shall not be taken unless 48 hours notice thereof has been given to the employee's supervisor. In the event that 48 hours notice cannot be given, said leave may be taken only upon authorization of said supervisor. The Employer reserves the right to deny requests for personal days as conditions warrant, but authorization shall not be unreasonably withheld.

9.6 Jury Duty. All employees covered by the terms of this Agreement shall be granted a leave of absence with pay when required to serve on jury duty. Employees granted this leave of absence shall be required to return or reimburse the Employer for any jury fees or compensation received by them for serving on jury duty.

In the event that an employee serving on jury duty is given advance notice that he is not to report for jury duty on any specific day or should an employee serving on jury duty be released from jury duty prior to 12:00 noon on any specific day, said employee shall be required to report to work at his normal starting time, if not required to report or shall be required to report to work for the remainder of his shift if released from jury duty prior to 12:00 noon.

In the event that an employee serving on jury duty is released after 12:00 noon, said employee shall not be required to report to work for the remainder of his shift.

9.7 Sick Leave Buy Back - Full time employees having accumulated ten (10) or more of their fifteen (15) sick days for that year, will have the option to be paid five (5) days wages in lieu of carrying over five (5) of their sick days.

Any employee wishing to exercise the sick leave pay option must exercise this option by December 1 of the year in which the requirements have been met. An employee shall make this request in writing to the Chief Personnel Officer. Any decision to exercise this option subsequent to December 1 of the year in which the requirements have been met shall not be considered.

## 10. ABSENCE WITHOUT LEAVE

10.1 Any unauthorized absence of an employee from duty shall be an absence without leave and is cause for disciplinary action.

10.2 Leave granted for a particular reason and used for a purpose other than that for which such leave has been granted, shall be unauthorized absence and may be cause for disciplinary action.

## 11. NON-PAID LEAVES OF ABSENCE

11.1 All leaves of absence without pay shall be at the discretion of the Employer. Employees returning from an authorized non-paid leave of absence shall be restored to their permanent or provisional title and shift, at the appropriate rate of pay, with no loss of seniority or other employee rights and privileges.

## 12. CHILD CARE/MATERNITY LEAVE

12.1 Notwithstanding the provisions of Article 9.4 (Sick Leave with Pay), a permanent employee covered by the terms of this Agreement shall be entitled to a leave of absence without pay for child care purposes for a period of one (1) year. Said leave shall commence effective upon the date of birth of the employee's child and under no circumstances shall this leave of absence be extended beyond this one-year period.

12.2 The County and the Union agree that the provisions of the Family Leave Act, NJSA 34:11B-1, shall be abided by during the term of this contract.

## 13. SENIORITY

13.1 Seniority is defined as an employee's continuous length of service with the County beginning with his initial date of hire. Any authorized leave of absence is considered to be continuous service.

13.2 Seniority may be given preference in layoffs, recall, vacation, and scheduling.

13.3 The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate and shall furnish copies of same to the Union upon request.

13.4 The Employer shall promptly advise the appropriate Union Representative of any changes which necessitate amendments to the seniority list.

14. HOLIDAYS

14.1 The following days are recognized paid holidays whether or not worked:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

14.2 Holidays enumerated in the paragraph above which fall on a Saturday shall be celebrated on the preceding Friday; holidays which fall on a Sunday shall be celebrated on the following Monday; holidays which fall within an employee's vacation period shall not be charged as vacation days.

14.3 In order to be eligible for holiday pay, an employee must be on the active payroll of the Employer and must have worked his full regularly scheduled workday before and after the holiday, unless such absence is authorized with pay or ordered.

14.4 Part-time temporary, part-time provisional, seasonal, or hourly paid employees shall not be entitled to holiday pay.

15. GRIEVANCE PROCEDURE

15.1 A grievance is defined as:

- a. A claimed breach, misinterpretation, or improper application of the terms of this Agreement; or
- b. A claimed violation, misinterpretation, or misapplication of rules and regulations, existing policy or orders, applicable to the division or department which employs the grievant affecting the terms and conditions of employment.

A claimed grievance shall be discussed between the employee and a supervisor and, if unresolved after discussion, shall be resolved in the following manner:

Step One: The Union steward or employee, or both, shall take up the grievance with the Prosecutor within ten (10) days of its occurrence. It shall be stated in writing and signed by the grievant. No later than five (5) days after receipt of grievance, the Prosecutor shall render a decision in writing.

Step Two: If the grievance has not been settled within fifteen (15) days after receipt of the written reply of the Prosecutor, the Union may request the Public Employment Relations Commission to supply the parties with a panel of arbitrators. The arbitrator shall be selected by the parties in accordance with the rules promulgated by the Public Employment Relations Commission. The decision of the arbitrator shall be final and binding on all parties; it being understood that such binding arbitration is limited exclusively to disputes involving the application, meaning, or interpretation of this Agreement.

15.2 Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

15.3 The Union will notify the Employer in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. An employee so designated by the Union will be permitted to confer with other Union representatives, employees, and employment representatives regarding matters of employee representation, during working hours and without loss of pay provided, however, all said employees shall secure the permission of their immediate superior, which permission shall not be unreasonably withheld.

15.4 Representatives of the Union, who are not employees previously accredited to the Employer in writing by the Union, shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances, so long as such right is reasonably exercised and there is no undue interference with work progress, provided, however, they first obtain permission to do so from the Prosecutor or his designated representative, permission for which shall not be unreasonably withheld.

15.5 The employer will provide a bulletin board to the union for the posting of union business.

## 16. DISCIPLINE/DISCHARGE

16.1 It is expressly understood that the Employer shall have the right to discipline any employee; however, the Employer agrees that it shall not discipline or discharge any employee covered by the terms of this Agreement without just cause.

16.2 Any employee who is disciplined or discharged shall have the right to appeal this disciplinary action. It is expressly understood that an employee shall only be entitled to one avenue of appeal and further, that these appeals shall be handled in accordance with the following procedure:

- a. A permanent employee against whom disciplinary action has been taken which resulted in a suspension or fine of more than five days at one time; suspension or fines more than three times or for an aggregate of more than fifteen days in one calendar year; demotion, discharge or resignation not in good standing shall be required to exercise his statutory right of appeal to the Civil Service Commission and shall be precluded from having the Union move his appeal to binding arbitration.
- b. The Union, in behalf of a permanent, provisional or unclassified employee against whom disciplinary action has been taken which resulted in a suspension or fine of three (3) days or less shall have the rights to appeal this minor disciplinary action to the Prosecutor in accordance with Step I of the Grievance procedure. A permanent, provisional or unclassified employee against whom disciplinary action has been taken which resulted in a suspension or fine of four (4) days or more shall have the right to appeal this disciplinary action to binding arbitration in accordance with the Grievance Procedure.

## 17. SAFETY AND HEALTH

17.1 The Employer shall at all times maintain safe and healthful working conditions and will provide employees with wearing apparel, tools, or devices deemed necessary in order to ensure their safety and health. When such materials are issued, they shall be used. Failure to utilize said safety materials when issued shall be cause for disciplinary action.

17.2 The Employer and the Union shall each designate a safety committee member and two alternates. It shall be the joint responsibility of the members or their alternates to investigate and correct unsafe and unhealthful conditions. The members or their alternates shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Union or one of his alternates, with the approval of the Employer, shall be permitted reasonable opportunity to visit work locations throughout the Employer's facilities for the purpose of investigating safety and health conditions during working hours with no loss of pay.

## 18. EQUAL TREATMENT

18.1 The Employer agrees to comply with the mandatory provisions of relevant state and federal laws prohibiting discrimination in the workplace.

18.2 The Employer and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or nonmembership.

## 19. WORK RULES

19.1 The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

19.2 Employees may review their personnel files once a year upon advance notice and at reasonable times.

19.3 All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any member of the union shall subject that member to appropriate disciplinary action.

19.4 The Employer shall post and notify the Union of all permanent job vacancies.

## 20. ANNUAL VACATION LEAVE

20.1 All full-time permanent employees shall be entitled to vacation leave based on their years of continuous service. Periods on a leave of absence without pay except military leave shall be deducted from an employee's total continuous service for purposes of determining the earned service credit for vacation leave. Vacation leave may be taken in hourly units.

20.2 Annual vacation leave with pay for all full-time permanent employees shall be earned as follows:

- a. One (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment.
- b. After one (1) year and to completion of five (5) years, twelve (12) working days.
- c. From beginning of sixth (6) year to completion of tenth (10) year, fifteen (15) working days.
- d. From beginning of eleventh (11) year to completion of fifteenth (15) year, twenty (20) working days.
- e. From beginning of sixteenth (16) year to completion of nineteenth (19) year, twenty-five (25) working days.



f. From beginning of twentieth (20) year, thirty (30) working days.

20.3 Annual vacation leave with pay for all full-time temporary and full-time provisional employees shall be earned at the rate of one (1) day per month.

20.4 The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding his vacation period.

20.5 An employee who is called back to work while on authorized vacation, shall be paid time and one-half and shall not lose vacation day(s).

20.6 Vacation allowance must be taken during the current calendar year unless the Employer determines that it cannot be taken because of the pressure of work. Any vacation allowance so denied may be carried over into the next succeeding year. A maximum of fifteen (15) vacation days, at the option of the employee, may be carried over from one calendar year into the succeeding year up to a maximum of twenty-five (25) vacation days.

20.7 A permanent employee who returns from military service other than any active duty for training with any military reserve or National Guard unit is entitled to full vacation allowance for the calendar year of return and for the year preceding, providing the latter can be taken during the year of return.

20.8 An employee covered by this Agreement who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

Whenever an employee covered by this Agreement dies, having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of death.

20.9 Part-time employees shall earn seven (7) hours of vacation time for every one hundred and forty (140) hours worked.

20.10 Vacation leave credits shall continue to accrue while an employee is on leave with pay. Vacation credits shall not accrue while an employee is on leave without pay except military leave.

## 21. SHIFT PAY

21.1 Employees working on shifts of which the majority of working hours fall between 4:00 P.M. and 12:00 midnight shall receive in addition to their regular pay an additional fifteen (15) cents per hour.

21.2 Employees working on shifts of which the majority of working hours fall between 12:00 midnight and 8:00 A.M. shall receive in addition to their regular pay an additional twenty (20) cents per hour.

## 22. BI-LINGUAL STIPEND & CROSS TRAINING - OVERTIME REDUCTION ALLOWANCE

22.1 Full-time employees entitled to a bi-lingual stipend will be given an oral and written examination from Spanish to English and English to Spanish as determined by the Prosecutor. Candidates who successfully pass the examination will be entitled to a stipend of \$400.00 for 2004, 2005, 2006 and 2007. This stipend shall be payable each January 1 on a pro-rated basis during the calendar year.

22.2 A maximum of six (6) full-time employees will be entitled to the stipend providing they have successfully passed the above examination. If for whatever reason any employee receiving a bi-lingual stipend ceases to perform a bi-lingual function, said stipend payment will be discontinued. If necessary and available, a qualified replacement will be considered.

22.3 All full-time employees shall receive a Cross-Training and Overtime Reduction Allowance to allow for the cross-training of unit teams within the Prosecutor's Office. This annual allowance, not built into the base, shall be paid on December 15 of each year of the contract. The allowance for 2004, 2005, 2006 and 2007 will be \$400.00. Any new employee will be prorated for the first year.

## 23. LONGEVITY

23.1 Every full-time employee, temporary, or permanent, classified or unclassified, of the County of Mercer, shall be paid longevity payments on a prorated basis with each salary check during the calendar year, and such longevity payment shall be considered in total with the salary for pension purposes.

Employees having completed five (5) years of continuous service will have added to their gross per annum pay an additional \$300 commencing with the first pay of the first full pay period following said anniversary of hire, and for the completion of each additional five (5) years of service calculated in the same manner using employee anniversary dates, shall have added to their gross per annum pay, additional monies as cited in 23.2.

23.2 The longevity payment schedule is as follows:

5 years	\$ 300
10 years	\$ 900
15 years	\$1,350
20 years	\$1,850
25 years	\$2,300
30 years	\$2,700
35 years	\$3,100
40 years	\$3,500
45 years	\$3,900

23.3 Any interruption of service due to a cause beyond the control of the employee, i.e., for military service, injury, or illness, shall be considered as service for the County of Mercer for the purpose of determining the completion of said cumulative period of service with the County of Mercer. Nothing contained in this Article shall be construed to apply to any person whose employment has been terminated for any reason prior to the effective date of the adoption of this contract.

23.4 Such additional longevity payments shall be paid notwithstanding the maximum salary provided for such employment.

## 24. CLOTHING MAINTENANCE ALLOWANCE

24.1 The Employer agrees to provide an annual \$350.00 clothing maintenance allowance to the Senior Identification Officer, and Identification Officer, and Forensic Photographers. This allowance shall be earned on a monthly basis, provided the employee works a minimum of one (1) day in any calendar month, and shall be paid semi-annually during June and December.

24.2 New Employees, retired employees, or deceased employees shall be paid a prorated share of the clothing maintenance allowance, based upon the formula set forth in the paragraph above, payable in either June or December.

24.3 Employees covered by the Agreement who voluntarily terminate their employment with the County of Mercer or whose employment is terminated for cause shall not be entitled to payment of the clothing maintenance allowance or any prorated portion thereof.

25. CLASSIFICATION AND JOB DESCRIPTION

25.1 The classification for employees covered by the Agreement are attached hereto as Appendix A and by reference are made part of this Agreement.

25.2 If during the term of this Agreement the Employer determines that new job descriptions and/or classifications be established or that changes be made in existing job descriptions and/or classifications, the parties agree that they will consult with a view toward arriving at a mutually acceptable determination.

26. DRUG TESTING

26.1 In accordance with County policy, employees out for more than thirty (30) days due to personal injury and who are receiving either worker compensation payments and/or State Disability payments, shall be subject to drug testing as part of their return to work examination.

26.2 Pursuant to guidelines issued by the State Attorney General regarding the random drug testing of employees within law enforcement agencies, the Prosecutor and the Union are in agreement with the concept of drug testing. If a random drug testing program is implemented in the Prosecutor's Office, it will be at the direction of the Prosecutor and under the guidelines set forth by the Prosecutor.

27. STRIKES AND LOCKOUTS

27.1 In addition to any other restriction under the law, the Union and its members will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down the rate of work, or in any manner cause interference with or stoppage of the Employer's work.

27.2 The Employer shall follow the grievance procedure for which provision is made herein, and the Employer shall not cause any lockout.

28. OUTSIDE EMPLOYMENT

28.1 Any employee covered by the Agreement shall be entitled to hold part-time employment, provided, however, that all such employment is approved in advance by the Prosecutor. The decision of the Prosecutor shall be final and shall not be the subject of an arbitration or grievance.

29. WAIVER

29.1 The right of either party to require strict performance hereunder by the other shall not be affected by any waiver, forbearance, or course of dealing.

30. ORAL MODIFICATION

30.1 This Agreement is intended to encompass the entire understanding between the parties. Any modification must be formalized in writing and signed by the parties to the Agreement. No oral modification will be deemed valid unless same is reduced to writing and incorporated into this Agreement.

31.

## GENERAL PROVISIONS

31.1 The provisions of the Agreement shall only apply to those employees in the unit who are on the County payroll and actively work on or after the date of the execution of this Agreement but within the Agreement dates and those former employees whose employment was terminated by death or retirement prior to the date of execution of this Agreement.

32.

## SEPARABILITY AND SAVINGS

32.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

32.2 Upon request of either party, the parties agree to meet and renegotiate any provision so affected.

33.

## TERMINATION

33.1 Subject to the terms of this Agreement and the grievance procedure, the Employer has the right and responsibility to direct the affairs of the Prosecutor's Office including the right to plan, control, and direct the operation of the personnel.

33.2 This Agreement shall be effective as of the first day of January 2004 and shall remain in full force and effect until the 31st day of December 2007. It shall be renewed from year to year thereafter unless either party shall give written notice of its desire to modify the Agreement. Such notice shall be made by certified mail or personal service by October 1st of any succeeding year.

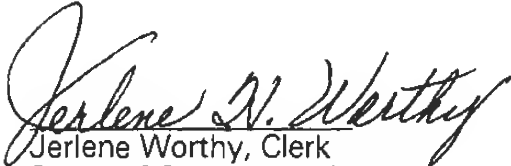
In the event that such notice is given, negotiations shall begin not later than 90 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

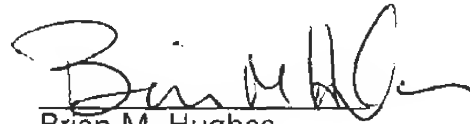
33.3 In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on the February 10, 2005

ATTEST:

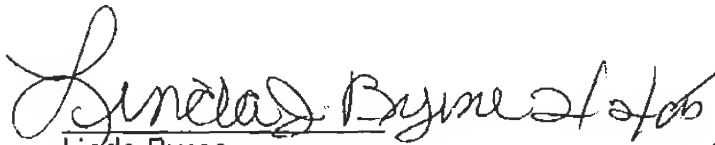
COUNTY OF MERCER

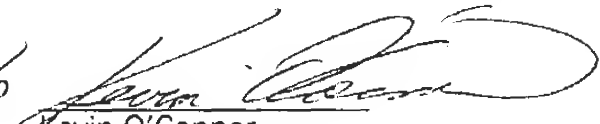
  
Jerlene Worthy, Clerk  
Board of Chosen Freeholders

  
Brian M. Hughes  
County Executive

ATTEST:

TEAMSTERS LOCAL NO. 102

  
Linda Byrne  
Bargaining Committee

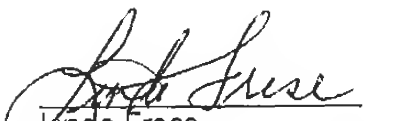
  
Kevin O'Connor  
Secretary/Treasurer


  
Staci Tarca  
Bargaining Committee

  
Thomas Duffy  
Business Agent

  
Regina Johnson  
Bargaining Committee

MERCER COUNTY PROSECUTOR'S OFFICE

  
Linda Frese  
Director of Administration

  
Joseph L. Bocchini, Jr.  
Prosecutor

JANUARY 2004 PROSECUTOR CLERICAL COMPENSATION SCHEDULE  
3.22% INCREASE

RANGE	1	2	3	4	5	6	7	8
V01	21904	22816	23730	24642	25556	26470	27383	30239
V02	22918	23875	24831	25788	26743	27700	28655	31644
V03	24003	25003	26005	27006	28006	29008	30007	33138
V04	25133	26179	27228	28275	29323	30371	31420	34696
V05	27542	28689	29839	30986	32135	33282	34430	38019
V06	28816	30014	31213	32412	33610	34810	36010	39759
V07	30155	31410	32664	33920	35175	36429	37685	41608
V08	31568	32882	34197	35511	36826	38140	39456	43570
V09	32487	33839	35190	36542	37894	39245	40597	44826
V10	33052	34428	35803	37179	38555	39930	41305	45609
V11	34604	36045	37486	38927	40370	41812	43253	47759
V12	36483	38363	40242	42122	44002	45881	47761	49641
V13	13.8091	14.3841	14.9604	15.5355	16.1117	16.6874	17.2637	19.0639

JANUARY 2005 PROSECUTOR CLERICAL COMPENSATION SCHEDULE  
3.76% INCREASE

RANGE	1	2	3	4	5	6	7	8
V01	22728	23674	24622	25569	26517	27465	28412	31376
V02	23779	24772	25764	26757	27749	28742	29733	32834
V03	24906	25943	26983	28021	29059	30099	31135	34384
V04	26078	27163	28252	29338	30426	31513	32601	36001
V05	28578	29768	30961	32151	33343	34533	35725	39449
V06	29899	31142	32387	33631	34874	36118	37364	41254
V07	31289	32591	33893	35196	36497	37799	39102	43172
V08	32755	34119	35483	36846	38211	39574	40940	45208
V09	33709	35112	36513	37916	39319	40721	42123	46512
V10	34294	35722	37149	38577	40004	41431	42858	47324
V11	35905	37401	38895	40391	41888	43384	44880	49555
V12	37855	39805	41755	43706	45656	47606	49557	51508
V13	14.3284	14.9249	15.5229	16.1196	16.7175	17.3148	17.9128	19.7807

JANUARY 2006 PROSECUTOR CLERICAL COMPENSATION SCHEDULE  
4.81% INCREASE

RANGE	1	2	3	4	5	6	7	8
V01	23821	24812	25806	26799	27793	28786	29779	32885
V02	24923	25964	27003	28044	29084	30124	31163	34414
V03	26103	27191	28281	29369	30456	31546	32633	36038
V04	27332	28470	29611	30749	31889	33029	34169	37733
V05	29952	31200	32450	33698	34947	36194	37443	41346
V06	31337	32640	33944	35249	36552	37856	39161	43238
V07	32794	34159	35523	36888	38253	39617	40983	45249
V08	34331	35760	37189	38619	40049	41477	42909	47382
V09	35330	36801	38270	39740	41210	42679	44149	48749
V10	35944	37441	38936	40433	41928	43424	44919	49600
V11	37632	39200	40766	42334	43903	45471	47038	51939
V12	39676	41720	43764	45808	47853	49896	51940	53985
V13	15.0176	15.6428	16.2695	16.8949	17.5217	18.1477	18.7744	20.7322



JANUARY 2007 PROSECUTOR CLERICAL COMPENSATION SCHEDULE  
4.19% INCREASE

RANGE	1	2	3	4	5	6	7	8
V01	24819	25852	26888	27922	28957	29993	31027	34263
V02	25967	27052	28135	29219	30302	31387	32468	35856
V03	27197	28330	29466	30599	31733	32868	34000	37548
V04	28477	29663	30851	32037	33226	34413	35601	39314
V05	31207	32507	33810	35110	36411	37711	39012	43079
V06	32650	34008	35367	36725	38083	39442	40802	45050
V07	34168	35590	37011	38434	39856	41277	42700	47145
V08	35769	37258	38747	40237	41727	43215	44707	49368
V09	36811	38343	39873	41405	42937	44467	45999	50791
V10	37450	39009	40568	42127	43685	45243	46802	51678
V11	39209	40842	42474	44108	45742	47376	49009	54115
V12	41338	43468	45597	47727	49858	51987	54117	56247
V13	15.6468	16.2983	16.9512	17.6028	18.2558	18.9080	19.5610	21.6009

## APPENDIX A

### Job Titles - Salary Range Codes

<u>TITLE</u>	<u>SALARY RANGE CODE</u>	<u>HOURS OR WORK</u>
Account Clerk	V02	35
Administrative Clerk-Prosecutor	V11	35
Agency Aide	V05	35
Clerk Stenographer	V02	35
Clerk	V01	35
Clerk Transcriber	V02	35
Clerk Typist	V01	35
Clerk Typist (Bilingual)	V02	35
Data Control Clerk Typing	V03	35
Data Entry Machine Operator	V03	35
Docket Clerk (Typing)	V02	35
Forensic Photographer	V04	35
Identification Officer	V05	35
Legal Secretary	V11	35
Legal Stenographer	V04	35
Principal Account Clerk (Typing)	V07	35
Principal Clerk Stenographer	V07	35
Principal Clerk Typist	V05	35
Principal Data Control Clerk	V06	35
Principal Docket Clerk Typist	V06	35
Principal Legal Stenographer	V10	35
Principal Word Processing Operator	V10	35
Secretarial Assistant	V10	35
Senior Account Clerk	V04	35
Senior Clerk Stenographer	V04	35
Senior Clerk Typist	V03	35
Senior Data Entry Machine Operator	V04	35
Senior Docket Clerk (Typing)	V04	35
Senior Identification Officer	V10	35
Senior Legal Stenographer	V07	35
Senior Terminal Operator	V04	35
Senior Word Processing Operator	V05	35
Supervising Account Clerk Tying	V10	35
Supervising Clerk	V10	35
Supervising Word Processing Operator	V12	35
Vault Clerk	V01	35
Word Processing Operator	V04	35